

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: ABBOTT SPINE

Application No./Patent No.: See Attachment A Filed/Issue Date: See Attachment A

Entitled: See Attachment A

ABBOTT SPINE, a corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

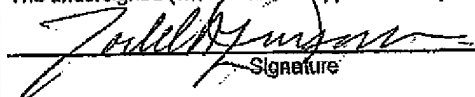
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.


Signature

Todd Dawson

Printed or Typed Name

Vice President, Global Intellectual Property, Zimmer, Inc.
signing on behalf of wholly owned subsidiary Abbott Spine

Title

11/24/08
Date

(574) 372-4281
Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 38 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ATTACHMENT A

Application #	Patent #	Reel/Frame for Assignee Spinal Concepts	Reel/Frame for Assignee Abbott Spine Inc.	SIPLG Docket No.
09/684628		011515/0894	021824/0852	ZIMM1180
10/387329		014380/0261	021824/0852	ZIMM1190-2
09/479458	6331179	010732/0443	021824/0852	ZIMM1230
10/015206	6964664	010732/0443	021824/0852	ZIMM1230-1
10/735976		010732/0443	021824/0852	ZIMM1230-2
10/838575		015700/0608	021824/0852	ZIMM1420
10/937180		021875/0431	021884/0380	ZIMM1440
10/717379		021875/0422	021884/0731	ZIMM1480
10/331191	7112223	014164/0207	018135/0468	ZIMM1700-1
10/291223		013786/0320	021824/0852	ZIMM1750-2
08/740123	6416515	008359/0658	021824/0852	ZIMM1860
08/942325	6595992	008802/0192	021824/0852	ZIMM1860-1
09/026711	5989250	014210/0603	021824/0852	ZIMM1860-2
08/847172	6045579	008756/0146	021824/0852	ZIMM1870
09/153178	6080193	009603/0209	021824/0852	ZIMM1870-1
09/046759	6641614	009442/0848	021824/0852	ZIMM1870-3
09/070116	6706070	009422/0983	021824/0852	ZIMM1870-4
08/919127	5964769	008985/0594	021824/0852	ZIMM1880
09/085186	6053921	009874/0023	021824/0852	ZIMM1880-1
09/211887	5935133	008985/0594	021824/0852	ZIMM1880-2
09/211888	6391030	008985/0594	021824/0852	ZIMM1880-3
09/360062	6682533	010396/0094	021824/0852	ZIMM1880-4
09/089027	6454769	009450/0947	021824/0852	ZIMM1890-1
09/095290	6030389	009450/0959	021824/0852	ZIMM1890-2
08/896281	5928243	008932/0159	021824/0852	ZIMM1900
09/159303	6146382	009667/0352	021824/0694	ZIMM1920

ATTACHMENT A

09/070323	6099527	009650/0211	021824/0852	ZIMM1930
09/229297	6123707	009840/0875	021824/0852	ZIMM1990
09/298269	6442814	010085/0138	021824/0852	ZIMM2000
09/369964	6557226	010347/0747	021824/0852	ZIMM2000-1
09/532387	6565566	011073/0752	021824/0852	ZIMM2010
09/478923	6447512	010765/0303	021824/0852	ZIMM2020
09/755183	6524312	013006/0228	021824/0852	ZIMM2020-1
09/952209	6746449	012557/0740	021824/0852	ZIMM2030
09/684218	6872208	011518/0637	021824/0852	ZIMM2040
09/680756	6887241	011593/0900	021824/0852	ZIMM2050
10/356391	7303564	014181/0907	021824/0852	ZIMM2060-1
29/155057	D505205	012823/0549	021824/0852	ZIMM2080

ASSIGNMENT

WHEREAS, BRUCE M. FRANKEL and SCOTT D. KOYSH, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled FENESTRATED BONE TAP AND METHOD that has a U.S. Patent Application Serial Number of 10/717,379 and was filed on November 19, 2003;

WHEREAS, Spinal Concepts, Inc., a wholly owned subsidiary of Abbott Laboratories, with a principal office at 5301 Riata Park Court, Bldg. F, Austin, Texas 78727, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and to the patent application identified above, and all patents, foreign and domestic, which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States and elsewhere in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States and elsewhere; together with the entire right, title and interest in and to said invention and all patent applications, patents, utility models and designs therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications, patents, utility models and designs defined above; to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

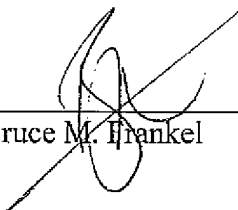
The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representative, that Assignors have the full right to convey the interest assigned by this Assignment; and that the Assignors will assist the Assignee in the prosecution of the patent applications identified above, in the making and prosecution of any other applications that the Assignee may elect to make covering the invention identified above, in vesting in the Assignee like exclusive title in and to all such other patent applications and patents, in the prosecution of

any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in enforcement of any rights arising out of this Assignment; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Agreement.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.


DATED April 28, 2004



Bruce M. Frankel

STATE OF TENNESSEE)
)ss.
COUNTY OF Shelby)

Before me this 28th day of April, 2004, Bruce M. Frankel, personally appeared, to me known to be the person who is described in, and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.



Notary Public, State of Tennessee
my commission expires: August 3, 2005

DATED: _____

Scott D. Koysh

STATE OF TEXAS)
)ss.
COUNTY OF Travis)

Before me this ____ day of _____, 2004, Scott D. Koysh, personally appeared, to me known to be the person who is described in, and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

Notary Public, State of Texas
my commission expires: _____

ASSIGNMENT

WHEREAS, BRUCE M. FRANKEL and SCOTT D. KOYSH, hereinafter called the "Assignors", have made the invention described in the United States patent application entitled FENESTRATED BONE TAP AND METHOD that has a U.S. Patent Application Serial Number of 10/717,379 and was filed on November 19, 2003;

WHEREAS, Spinal Concepts, Inc., a wholly owned subsidiary of Abbott Laboratories, with a principal office at 5301 Riata Park Court, Bldg. F, Austin, Texas 78727, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and to the patent application identified above, and all patents, foreign and domestic, which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest for the United States and elsewhere in and to the invention and the patent application identified above, and any patents that may issue for said invention in the United States and elsewhere; together with the entire right, title and interest in and to said invention and all patent applications, patents, utility models and designs therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications, patents, utility models and designs defined above; to have and to hold for sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignors hereby covenant and agree, for both the Assignors and the Assignors' legal representative, that Assignors have the full right to convey the interest assigned by this Assignment; and that the Assignors will assist the Assignee in the prosecution of the patent applications identified above, in the making and prosecution of any other applications that the Assignee may elect to make covering the invention identified above, in vesting in the Assignee like exclusive title in and to all such other patent applications and patents, in the prosecution of

any interference which may arise involving said invention, or any such patent application or patent, and in assisting Assignee in enforcement of any rights arising out of this Assignment; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Agreement.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: _____

Bruce M. Frankel

STATE OF TENNESSEE)
)ss.
COUNTY OF _____)

Before me this ____ day of _____, 2004, Bruce M. Frankel, personally appeared, to me known to be the person who is described in, and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

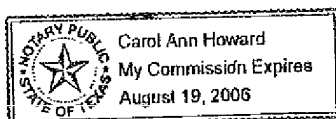
Notary Public, State of Tennessee
my commission expires: _____

DATED: 03/25/04

Scott D. Koysh

STATE OF TEXAS)
)ss.
COUNTY OF Travis)

Before me this 25th day of March, 2004, Scott D. Koysh, personally appeared, to me known to be the person who is described in, and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.



Notary Public, State of Texas
my commission expires: August 19, 2006

TO: SPRINKLE IP LAW GROUP COMPANY: 1301 W. 25TH STREET

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

700391986A

NOVEMBER 25, 2008

PTAS

SPRINKLE IP LAW GROUP
1301 W. 25TH STREET
SUITE 408
AUSTIN, TX 78705UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/24/2008

REEL/FRAME: 021875/0422

NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FRANKEL, BRUCE M.

DOC DATE: 04/28/2004

ASSIGNOR:

KOYSH, SCOTT D.

DOC DATE: 03/25/2004

ASSIGNEE:

SPINAL CONCEPTS, INC.
5301 RIATA PARK COURT, BLDG. F.
AUSTIN, TEXAS 78727

SERIAL NUMBER: 10717379

FILING DATE: 11/19/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: FENESTRATED BONE TAP AND METHOD

TO:SPRINKLE IP LAW GROUP COMPANY:1301 W. 25TH STREET

021875/0422 PAGE 2

TONYA LEE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

Delaware

PAGE 1

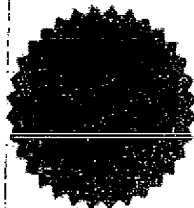
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SPINAL CONCEPTS, INC.", CHANGING ITS NAME FROM "SPINAL CONCEPTS, INC." TO "ABBOTT SPINE INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF APRIL, A.D. 2005, AT 6:51 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2632615 8100

050321109

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3926252

DATE: 04-21-05

**POSTED**
31060

TO: SPRINKLE IP LAW GROUP COMPANY: 1301 W. 25TH STREET

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

700392104

NOVEMBER 25, 2008

PTAS

SPRINKLE IP LAW GROUP
1301 W. 25TH STREET
SUITE 408
AUSTIN, TX 78705UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/25/2008

REEL/FRAME: 021884/0731

NUMBER OF PAGES: 4

BRIEF: MERGER AND CHANGE OF NAME
DOCKET NUMBER: ZIMM1480ASSIGNOR:
SPINAL CONCEPTS, INC.

DOC DATE: 04/20/2005

ASSIGNEE:
ABBOTT SPINE, INC.
5301 RIATA PARK COURT, BLDG. E
AUSTIN, TEXAS 78727SERIAL NUMBER: 10717379
PATENT NUMBER:
TITLE: FENESTRATED BONE TAP AND METHODFILING DATE: 11/19/2003
ISSUE DATE:

TO:SPRINKLE IP LAW GROUP COMPANY:1301 W. 25TH STREET

021884/0731 PAGE 2

PAULA MCCRAY-STANLEY, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION